

EXHIBIT A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Settlement Agreement") is made and entered into by and between YOLANDA MARTINEZ ("CLAIMANT"), and GULLUOGLU LLC, WHOLESALE GULLUOGLU LLC, GULLUOGLU BRIGHTON LLC, MEHMET NEJAT GULLU and ERCAN KARABEYOGLU (collectively the "COMPANY") (CLAIMANT and the COMPANY are jointly referred to in this Settlement Agreement as the "Settling Parties"), as of January 21, 201~~5~~₆.

RECITALS

- A. WHEREAS, on or about April 8, 2015, CLAIMANT filed an action (the "Action") against COMPANY alleging, *inter alia*, that COMPANY failed to pay her certain wages due in connection with services she performed on its behalf. The aforementioned Action is currently pending in the United States District Court, Southern District of New York, Case No. 15 CV 2727;
- B. WHEREAS, no court has considered or determined the claims presented;
- C. WHEREAS, COMPANY admits no wrongdoing, nor any liability with respect to CLAIMANT's allegations;
- D. NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, warranties and promises set forth below, receipt of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

- 1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CLAIMANT agrees that she will not seek any further consideration from COMPANY, including any monetary payment, beyond that which is set forth in Paragraph 2 of this Settlement Agreement.
- 2. Settlement Compensation and General Release.

COMPANY agrees to pay CLAIMANT the settlement amount of \$7,000 as follows:

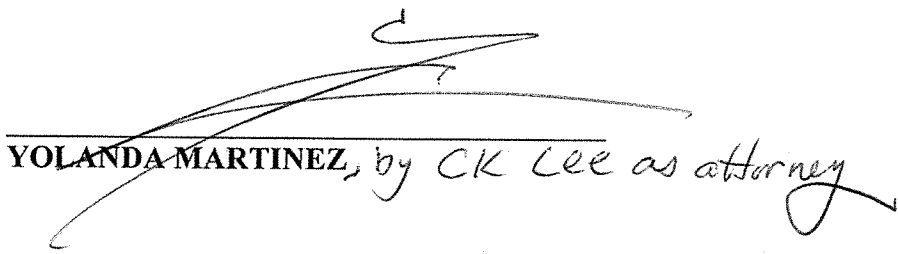
- a) Thirty (30) days after the execution of this agreement, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT's counsel), a certified check in the amount of \$3,500, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

- b) Sixty (60) days after the execution of this agreement, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT's counsel), a certified check in the amount of \$3,500, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

For and in consideration of the payments provided for in this Paragraph 2, subject to the terms and provisions of this Settlement Agreement, CLAIMANT fully, finally, irrevocably and forever releases and discharges COMPANY from federal and New York State wage and hour claims, which CLAIMANT has or may have against COMPANY.

3. Entire Agreement. This Settlement Agreement constitutes the complete understanding of the Settling Parties. No other promises or agreements shall be binding unless agreed to in writing and signed by the Settling Parties.
4. Headings. The Settling Parties understand and agree that the headings in this Settlement Agreement are for their convenience only, and have no legal significance.
5. Counterparts. This Settlement Agreement may be executed in any number of counterparts, and may be signed via facsimile or electronically, and each such counterpart shall be deemed to be an original instrument but all such counterparts shall constitute one Agreement.

IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.



YOLANDA MARTINEZ, by CK Lee as attorney

GULLUOGLU LLC

By: 

Name: ERCAN KARABEYOGLU
Title: MEMBER

WHOLESALE GULLUOGLU LLC

By: 

Name: ERCAN KARABEYOGLU
Title: MEMBER

GULLUOGLU BRIGHTON LLC

By: 

Name: ERCAN KARABEYOGLU
Title: MEMBER


MEHMET NEJAT GULLU


ERCAN KARABEYOGLU